

CONTRACT #8
RFS # N/A
UT Tracking # 99488

University of Tennessee
Health Science Center

VENDOR:
Jackson Radiology
Associates



May 8, 2007

RECEIVED

MAY 09 2007

FISCAL REVIEW

Mr. Jim White
Executive Director
Fiscal Review Committee
320 Sixth Avenue, North – 8th Floor
Nashville, TN 37243-0057

Dear Mr. White:

The University of Tennessee is submitting for the committee's review a non-competitively bid contract with Jackson Radiology Associates to obtain x-ray and ultrasound reading services. The university has had an affiliation agreement with Jackson Radiology Associates since 1992 for the acquisition of these services in support of the family medicine residents practicing through our Jackson center.

The university has previously entered into annual contracts for this service since 1992 with an estimated accumulated cost of \$391,750 through December 31, 2007. Because we were previously unaware of the contract review requirements for multiple year annual contracts and this contract has not been before the committee before for review, we are presenting for your review a contract that covers a two-year period – January 1, 2006 through December 30, 2007. The estimated cost for services for calendar year is \$12,000 due to a reduction in needed services.

If you have questions or need additional information, please let me know.

Respectfully,

Sylvia Shannon Davis

Sylvia Shannon Davis
Vice President for Administration and Finance

c: John D. Petersen
Anthony Ferrara
Pat Wall
Anthony Haynes

CONTRACT SUMMARY SHEET

021406

RFS #	Contract #
	99488
State Agency	State Agency Division
University of Tennessee	Health Science Center
Contractor Name	Contractor ID # (FEIN or SSN)
Jackson Radiology Associates	<input type="checkbox"/> C- or <input checked="" type="checkbox"/> X <input type="checkbox"/> V- 62-0864298

Service Description			
Provide x-ray and ultrasound readings			
Contract BEGIN Date	Contract END Date	Subrecipient or Vendor?	CFDA #
1/1/2006	12/31/2007	Vendor	N/A

Mark Each TRUE Statement	
<input type="checkbox"/> N/A Contractor is on STARS	<input checked="" type="checkbox"/> Contractor's Form W-9 is on file in Accounts

Allotment Code	Cost Center	Object Code	Fund	Funding Grant Code	Funding Subgrant Code
332.32	N/A	N/A	N/A	N/A	N/A
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
1992-2007				\$ 343,750.00	\$ 343,750.00
2007-2008				\$ 48,000.00	\$ 391,750.00
TOTAL:	\$ -	\$ -	\$ -	\$ 391,750.00	\$ 391,750.00

— COMPLETE FOR AMENDMENTS ONLY —			State Agency Fiscal Contact & Telephone #
FY	Base Contract & Prior Amendments	THIS Amendment ONLY	Sylvia Davis, 865-974-2244
1992-2007	\$ 343,750.00		State Agency Budget Officer Approval
2007-2008	\$ 36,000.00	\$ 12,000.00	Sylvia Shannon Davis, VP Administration and Finance
			Funding Certification (certification, required by T.C.A. § 9-4-5113, that there is a balance in the appropriation from which the obligated expenditure is required to be paid that is not otherwise encumbered to pay obligations previously incurred)
TOTAL:	\$ 379,750.00	\$ 12,000.00	
End Date	12/31/06	12/31/2007	

Contractor Ownership (complete only for base contracts with contract # prefix PA or CR) N/A

<input type="checkbox"/> African American	<input type="checkbox"/> Person w/ Disability	<input type="checkbox"/> Hispanic	<input type="checkbox"/> Small Business	<input type="checkbox"/> NOT disadvantaged
<input type="checkbox"/> Asian	<input type="checkbox"/> Female	<input type="checkbox"/> Native American	<input type="checkbox"/> OTHER minority/disadvantaged—	

Contractor Selection Method (complete for ALL base contracts— N/A to amendments or delegated authorities)

<input checked="" type="checkbox"/> RFP	<input type="checkbox"/> Competitive Negotiation	<input type="checkbox"/> Alternative Competitive Method
<input type="checkbox"/> Non-Competitive Negotiation	<input type="checkbox"/> Negotiation w/ Government (eg, ID, GG, GU)	<input type="checkbox"/> Other

Procurement Process Summary (complete for Alternative Method, Competitive Negotiation, Non-Competitive Negotiation, OR Other)

There is an affiliation agreement between the University and Jackson-Madison County General Hospital for the education of Family Medicine residents whereby they provide these services.

**THE UNIVERSITY OF TENNESSEE
REQUEST: NON-COMPETITIVE AMENDMENT**

APPROVED:

UT System Office Approval

Date

EACH REQUEST ITEM BELOW MUST BE DETAILED OR ADDRESSED AS REQUIRED.

1) UT Tracking Number:	96738		
2) Campus/Institute Name:	University of Tennessee Health Science Center		
EXISTING CONTRACT INFORMATION			
3) Short Description:	Provision for reading of x-rays and ultrasounds.		
4) Proposed Vendor:	Name:	Jackson Radiology Associates	
	Vendor Number:	1012514	
	Vendor ID:	62-0864298	
5) Contract #	96738		
6) Contract Start Date:			01/01/06
7) <u>Current</u> Contract End Date IF <u>all</u> Options to Extend the Contract are Exercised:			12/31/06
8) <u>Current</u> Total Maximum Cost IF <u>all</u> Options to Extend the Contract are Exercised:			\$36,000.00
PROPOSED AMENDMENT INFORMATION			
9) <u>Proposed</u> Amendment #			1
10) <u>Proposed</u> Amendment Effective Date:			01/01/07
11) <u>Proposed</u> Contract End Date IF <u>all</u> Options to Extend the Contract are Exercised:			12/31/07
12) <u>Proposed</u> Total Maximum Cost IF <u>all</u> Options to Extend the Contract are Exercised:	\$48,000.00 (Accumulative total of contract since origination of 7/1/92 is \$391,750.00)		
13) Approval Criteria: (select one)	<input type="checkbox"/>	use of Non-Competitive Negotiation is in the best interest of the university	
	<input checked="" type="checkbox"/>	only one uniquely qualified service provider able to provide the service	

14) Description of the Proposed Amendment Effects & Any Additional Service
Extends the performance period by one year and adds an additional \$12,000.00 to the University's maximum liability.
15) Explanation of Need for the Proposed Amendment:
To expand the services of over-reading of x-rays and ultrasounds required for the current patient care.
16) Name & Address of Vendor/Contractor's Current Principal Owner(s): (not required if proposed contractor is a state education institution)
Jackson Radiology Associates PO Box 3614 Jackson, TN 38303
17) Documentation of Office for Information Resources Endorsement: N/A (required <u>only</u> if the subject service involves information technology)
18) Documentation of Department of Personnel Endorsement: N/A (required <u>only</u> if the subject service involves training for state employees)
19) Documentation of State Architect Endorsement: N/A (required only if the subject service involves construction or real property related services)
20) Description of Procuring Agency Efforts to Identify Reasonable, Competitive, Procurement Alternatives :
There is an affiliation agreement between the University and Jackson-Madison County General Hospital for the education of Family Medicine residents whereby they provide these educational services.
21) Justification for the Proposed Non-Competitive Amendment :
There is an affiliation agreement between the University and Jackson-Madison County General Hospital for the education of Family Medicine residents whereby they provide these educational services.

**THE UNIVERSITY OF TENNESSEE
CONTRACT AMENDMENT**

This amendment is to the contract between the University of Tennessee (hereinafter University and Jackson Radiology Associates _____ (hereinafter Contractor), which Contract was signed by the University on 8/17/06 _____.

This Contract amendment consists of this cover page, the University's Standard Terms and Conditions and 0 additional pages.

By mutual agreement, the University and the Contractor agree to the following amendment:

To amend contract # 96738/94699 to extend services of over-reading of x-rays and ultrasounds @ a flat rate of \$1,000.00 per month, through December 31, 2007. The University's maximum liability will increase from \$36,000.00 to \$48,000.00.

All other terms remain unchanged.

In witness of their acceptance of the terms of this agreement, the parties have had this Contract executed by their duly authorized representatives.

FOR CONTRACTOR:

Signature

Printed Name

Title

Address

Telephone Number

SSN or Fed. ID Number

FOR UNIVERSITY:

Family Practice - Jackson

Department Name

E23-3218

Responsible Account (if applicable)

Administrative Signature (optional)

Administrative Printed Name

Authorized Official Signature

Authorized Official Name (printed)

Date

STANDARD TERMS AND CONDITIONS

1. The University is not bound by this Contract until it is approved by the appropriate University official(s) indicated on the signature page of this Contract.
2. This Contract may be modified only by a written amendment which has been executed and approved by the appropriate parties as indicated on the signature page of this Contract.
3. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the University.
4. Unless otherwise indicated on the reverse, if this Contract provides for reimbursement for travel, meals or lodging, such reimbursement must be made in accordance with University travel policies.
5. The Contractor warrants that no part of the total Contract amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor, or consultant to Contractor in connection with any work contemplated or performed relative to this Contract, and that no employee or official of the State of Tennessee holds a controlling interest in the Contractor. If the Contractor is an individual, the Contractor certifies that he/she is not presently employed by the University or any other agency or institution of the State of Tennessee; that he/she has not retired from or terminated such employment within the past six months; and that he/she will not be so employed during the term of this Contract.
6. The Contractor shall maintain documentation for all charges against the University under this Contract. The books, records and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment, and shall be subject to audit, at any reasonable time and upon reasonable notice, by the University or the Comptroller of the Treasury, or their duly appointed representatives. These records shall be maintained in accordance with generally accepted accounting principles.
7. No person on the grounds of disability, age, race, color, religion, sex, national origin, veteran status or any other classification protected by Federal and/or Tennessee State constitutional and/or statutory law shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract. The Contractor shall, upon request, show proof of such non-discrimination, and shall post in conspicuous places, available to all employees and applicants, notice of non-discrimination.
8. The Contractor, being an independent contractor, agrees to carry adequate public liability and other appropriate forms of insurance, and to pay all taxes incident to this Contract. The University shall have no liability except as specifically provided in this Contract.
9. The Contractor shall comply with all applicable Federal and State laws and regulations in the performance of this Contract.
10. This Contract shall be governed by the laws of the State of Tennessee, which provide that the University has liability coverage solely under the terms and limits of the Tennessee Claims Commission Act.
11. The Contractor shall avoid at all times any conflict of interests between his/her duties and responsibilities as a Contractor and his/her interests outside the scope of any current or future Contracts. The following principles define the general parameters of a conflict of interests prohibited by the University:
 - A. A Contractor's outside interests shall not interfere with or compromise his/her judgment and objectivity with respect to his/her duties and responsibilities to the University.
 - B. A Contractor shall not make or influence University decisions or use University resources in a manner that results in:
 - Financial gain outside any current or future Contracts for either the Contractor or his/her relatives or
 - Unfair advantage to or favored treatment for a third party outside the University.
 - C. A Contractor's outside financial interests shall not affect the design, conduct, or reporting of research.

The Contractor certifies that he/she has no conflicts of interests and has disclosed in writing the following:

 - A. Any partners or employees of the Contractor who are also employees of the University.
 - B. Any relatives of the Contractor's partners or employees who work for the University.
 - C. Any outside interest that may interfere with or compromise his/her judgment and objectivity with respect to his/her responsibilities to the University.
12. If the Contractor fails to perform properly its obligations under this Contract or violates any term of this Contract, the University shall have the right to terminate this Contract immediately and withhold payments in excess of fair compensation for completed services. The Contractor shall not be relieved of liability to the University for damages sustained by breach of this Contract by the Contractor.
13. It is understood by the Contractor that the University will possess all rights to any creations, inventions, other intellectual property, and materials, including copyright or patents in the same, which arise out of, are prepared by, or are developed in the course of the Contractor's performance under this Contract. The Contractor and the University acknowledge and agree that the Contractor's work under this Contract shall belong to the University as "work-made-for-hire" (as such term is defined in U.S. Copyright Law).